EX. A

APP. 001 – 004

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

Steve Weinberg, Plaintiff, vs. National Football League Players Association, Richard Berthelsen, Gene Upshaw, Tom DePaso, Trace Armstrong, Roger Kaplan, John Collins, Keith Washington, Tony Agnone, Howard Shatsky, and Mark Levin, Defendants.	§ § § § § § § § § § § §	Civil Action No. 3-06-CV-2332-B **ECF**

AFFIDAVIT OF AARON D. FORD

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, came and appeared AARON D. FORD, who, being duly sworn, did depose and say:

(a) I am a member in good standing of the Bar of the State of Texas and am an attorney at Weil, Gotshal & Manges LLP, counsel for Defendants National Football League Players Association, Richard Berthelsen, Gene Upshaw, Tom DePaso, Trace Armstrong, John Collins, Keith Washington, and Mark Levin (collectively "NFLPA Defendants") in this action. I submit this affidavit in support of the NFLPA Defendants' Motion and Brief in Support of Their Motion to Compel Arbitration and to Dismiss the Petition for the limited purpose of setting forth documentation referred to in the foregoing.

(b) Attached hereto as Exhibit 1 is a true and accurate copy of Steve Weinberg's Application For Certification As An NFLPA Contract Advisor ("Weinberg-NFLPA Contract") dated July 8, 1998.

(c) Attached hereto as Exhibit 2 is a true and accurate copy of Sections 5 and 6 of the NFLPA Agent Regulations.

(d) Attached hereto as Exhibit 3 is a true and accurate copy of In re NFLPA Disciplinary Committee and Steven Weinberg (Sept. 5, 2003) ("Order Reducing Weinberg's First Suspension").

(e) Attached hereto as Exhibit 4 is a true and accurate copy of Poston v. NFLPA, 06 Civ. 2249 (BSJ) (May 1, 2006).

(f) Attached hereto as Exhibit 5 is a true and accurate copy of Poston v. Nat'l Football League Players Ass'n, 2002 WL 31190142 (E.D.Va. Aug. 26, 2002) (unpublished opinion).

(g) Attached hereto as Exhibit 6 is a true and accurate copy of Steve Weinberg and Keith Washington's Standard Representation Agreement ("Weinberg-Washington Contract") dated December 6, 1999.

(h) Attached hereto as Exhibit 7 is a true and accurate copy of In re NFLPA Disciplinary Committee and Steven Weinberg (Feb. 26, 2003) ("Order Denying Weinberg's Mot. for Stay").

(i) Attached hereto as Exhibit 8 is a true and accurate copy of Consorcio Rive, S.A. v. Briggs of Cancun, Inc. 2000 WL 1023420 (E.D. La. 2000) (unpublished opinion).

(j) Attached hereto as Exhibit 9 is a true and accurate copy of Keith Washington's letter to the NFLPA dated January 7, 2004 ("1/7/04 Washington Ltr.).

(k) Attached hereto as Exhibit 10 is a true and accurate copy of In re David Dunn, CV 05-1000, (C.D. Cal. March 1, 2006) (Slip Op.).

(l) Attached hereto as Exhibit 11 is a true and accurate copy of Rushe v. NMTC, Inc., No. 01-3440, 2002 U.S. Dist. LEXIS 7420 (E.D. La. Apr. 17, 2002) (unpublished opinion).

(m) Attached hereto as Exhibit 12 is a true and accurate copy of a letter dated August 4, 2004, sent to Arbitrator Kaplan on Steve Weinberg's behalf.

(n) Attached hereto as Exhibit 13 is a true and accurate copy of Skyleasing, LLC v. Tejas Avco Inc., 2006 WL 2290852 (Tex. App. Aug. 10, 2006) (unpublished opinion).

(o) Attached hereto as Exhibit 14 is a true and accurate copy of Vaughn v. Leeds, Morelli & Brown, P.C., Case No. 04 Civ. 8391 (DLC), 2005 WL 1949468 (S.D.N.Y. August 12, 2005) (unpublished opinion).

(p) Attached hereto as Exhibit 15 is a true and accurate copy of Wilson v. Wells Fargo Fin. Acceptance, Inc., 2003 WL 1877336 (M.D. Tenn. Apr. 9, 2003) (unpublished opinion).

(q) Attached hereto as Exhibit 16 is a true and accurate copy of Copeland v. KB Home, 2004 WL 1778949 (N.D. Tex. Aug. 4, 2004) (unpublished opinion).

(r) Attached hereto as Exhibit 17 is a true and accurate copy of Rubin v. Sona International Corp., No. CIV 05-6305, 2006 WL 525658 (S.D.N.Y. 2006) (unpublished opinion).

(s) Attached hereto as Exhibit 18 is a true and accurate copy of U.S. v. Clipper Shipping Co., Ltd., 1995 WL 131077 (E.D. La. March 23, 1995) (unpublished opinion).

(t) Attached hereto as Exhibit 19 is a true and accurate copy of Poly-America, Inc. v. Beech Street Corp., 2001 WL 1326450 (N.D. Tex. Oct. 12, 2001) (unpublished opinion).

(u) Attached hereto as Exhibit 20 is a true and accurate copy of Downer v. Siegel, 2002 WL 31106920 (E.D. La. Sept. 19, 2002) (unpublished opinion).

(v) Attached hereto as Exhibit 21 is a true and accurate copy of Ross v. Bank of Am., N.A. (USA), 2006 U.S. Dist. LEXIS 208 (S.D.N.Y. Jan. 6, 2006) (unpublished opinion).

(w) Attached hereto as Exhibit 22 is a true and accurate copy of Intertec Contracting A/S Intertec (Gibraltara) Ltd. v. Turner Steiner Int'l, S.A., 2001 U.S. Dist. LEXIS 9950 (S.D.N.Y. July 18, 2001) (unpublished opinion).

(x) Attached hereto as Exhibit 23 is a true and accurate copy of North River Ins. Co. v. Transamerica Occidental Life Ins. Co., 2002 WL 1315786 (N.D. Tex. June 12, 2002) (unpublished opinion).

(y) Attached hereto as Exhibit 24 is a true and accurate copy of Baum v. Avado Brands, Inc., 1999 WL 1034757 (N.D. Tex. Nov. 12, 1999) (unpublished opinion).

Executed: Dallas, Texas
January 7, 2007

Aaron D. Ford

Sworn to and subscribed before me,

this [ ]th day of January, 2007

Notary Public

JUDY KAY LEWIS
MY COMMISSION EXPIRES
January 21, 2007

EX. 1
APP. 005 – 023

Appendix A

RECEIVED JUL 18 1996

Remove Application (pages A-1 through A-14) at perforation, complete and submit to NFLPA.

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

APPLICATION FOR CERTIFICATION AS AN NFLPA CONTRACT ADVISOR

I, Steven A. Weinberg (Full name) 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 (Social Security number)

6514 Riverview Lane (Business address and affiliation, if any) Dallas, Texas 75248 (Zip Code)

(972) 931-8617 (Telephone) (972) 931-8618 (Fax)

hereby apply for certification as an NFLPA Contract Advisor pursuant to the NFLPA Regulations Governing Contract Advisors as adopted, effective December 1, 1994.

In advance of completing and signing this Application, I have read the NFLPA Regulations Governing Contract Advisors, which were provided to me along with this Application.

In submitting this Application, I agree to comply with and be bound by these Regulations (including but not limited to the maximum fee schedule), which are incorporated herein by reference, and any subsequent amendments thereto.

I understand that making any false or misleading statement of a material nature in answering any question on this Application can result in denial or revocation of certification.

I understand that all the information contained in this Application is for the use of the NFLPA and its members, both present and future, in efforts to achieve quality representation for NFL players. I agree that all of the information contained herein can be maintained and used by the NFLPA in performing its functions and can be provided by the NFLPA to individual NFL players or prospective players.

I understand and agree that a precondition to being granted certification is that I swear and affirm that every agreement which I enter into with a player for the performance of a Contract Advisor's services on or after December 1, 1994 (including any modification, extension or renewal of an agreement that was in effect prior to December 1, 1994) shall conform to the Standard Representation Agreement required by the Regulations.

I agree that if granted certification I will save and hold harmless the NFLPA, its officers, employees, and representatives from any liability whatsoever resulting from my acts of commission or omission in providing services to any player in connection with his individual contract negotiations with an NFL Club or in connection with any subsequent enforcement of such individual contract or any other contracts involving any player I represent.

I agree that if I am denied certification or if subsequent to obtaining certification it is revoked or suspended pursuant to the Regulations, the exclusive method for challenging any such action is through the arbitration procedure set forth in the Regulations.

In consideration for the opportunity to obtain certification and in consideration of NFLPA's time and expense incurred in the processing of my application for such certification, I further agree that this Application and the certification, if one is issued to me, along with the NFLPA Regulations Governing Contract Advisors shall constitute a contract between the NFLPA and myself.

ALL QUESTIONS MUST BE ANSWERED COMPLETELY AND MUST BE TYPED.

If space provided is not sufficient, attach additional information on a separate sheet and clearly identify the item number the additional sheet(s) represent.

1. General

a. Have you ever been known by any other name or surname?

[ ] YES [X] NO If yes, state all names used and when used, including a maiden name or any other married names:

____

____

b. Date of birth: 8 / 29 / 52 Birthplace: Baltimore, MD

c. Name of spouse: Candy

d. Spouse's employer and address: N/A

____

e. Does your spouse or any other relative have any business relationship with the National Football League or its Clubs?

[ ] YES [X] NO If yes, specify in detail:

____

____

2. Education

a. Law or other graduate school attended:

Southern Methodist University School of Law
(full name)

Dates of Attendance: From 8/78 (month & year) to 5/80 (month & year)

Degree: J.D. Date awarded: 5/80

b. Colleges or Universities attended: (and other Law School)

(school)	(city & state)	(dates attended)	(degree)
College of William & Mary	Williamsburg, VA	71-74	B.B.A.
Emory University	Atlanta, GA	70-71	Transf.
University of Baltimore School of Law	Baltimore, MD	77-78	Transf.

c. High School attended:

Pikesville Senior Baltimore, MD 1970
(school) (city & state) (year graduated)

d. If you have not received a degree from an accredited four year college/university, list below the negotiating experience you wish the NFLPA to consider in lieu of a college degree (See Regulations, Section 2(A)).

N/A

3. **Current Occupation/Employment**

a. I am currently: (check one)

[X] EMPLOYED BY:

Self-employed (see above)
(name of employer) (address) (telephone)

1982 - present
(dates of employment)

Sports Representation
(nature of employment)

[ ] DOING BUSINESS AS:

(name of employer) (address) (telephone)

(dates of employment)

(nature of employment)

b. Please list below the names of employers, addresses, telephone numbers, positions held, and dates of all your employment for the past ten (10) years: (use additional pages if necessary)

See above.

4. Lawyers and Law Graduates

a. Have you been admitted to the Bar in any jurisdiction:

[X] YES [ ] NO If yes, please list jurisdictions and dates of admissions:

State of Texas — November, 1980
(jurisdiction) (date of admission)

(jurisdiction) (date of admission)

(jurisdiction) (date of admission)

b. Do you have any Applications for Bar admission currently pending?

[ ] YES [X] NO If yes, please state where you have applied and the status of that Application:

c. Have you ever been disbarred, suspended, reprimanded, censured, or otherwise disciplined or disqualified as an attorney, as a member of any other profession, or as a holder of any public office?

[ ] YES [X] NO If yes, please describe each such action, the dates of occurrence, and the name and address of the authority imposing the action in question:

d. Are any charges or complaints currently pending against you regarding your conduct as an attorney, as a member of any profession, or as a holder of public office?

[ ] YES [X] NO If yes, please indicate the nature of the charge or complaint and the name and address of the authority considering it:

e. Has your right to practice before any governmental office, bureau, agency, commission, etc., ever been restricted, suspended, withdrawn, denied, or terminated?

[ ] YES [X] NO If yes, please explain fully:

[redacted]

5. All Applicants

(Lawyers and law graduates need not repeat answers given in Section 4 pertaining to your status as a lawyer or law graduate when providing answers in this Section. For example, if a lawyer is also a CPA, answer these questions only as they relate to your status as a CPA.)

a. Are you a member of any business or professional organization which directly relates to your occupation or profession?

[X] YES [ ] NO If yes, please list:

See #4

b. Please list any occupational or professional licenses or other similar credentials (i.e., Certified Public Account, Chartered Life Underwriter, Registered Investment Advisor, etc.) you have obtained other than college or graduate school degrees, including dates obtained:

CFLPA - Certified Player Agent - 1996

NBPA - Certified Player Agent - 1998

MLBPA - Certified Player Agent - 1996

c. Are you registered or have you applied to be registered pursuant to any state statutes regulating athlete agents?

[X] YES [ ] NO If yes, list states and status of registration:

State of Texas (Athlete Agent)

d. Have you ever been denied an occupational or professional license, franchise or other similar credentials for which you applied?

[ ] YES [X] NO If yes, please explain fully:

e. Do you currently have pending any application for an occupational or professional license, franchise or other similar credentials?

[ ] YES [X] NO If yes, please describe and indicate status of each such application:

f. Have you ever been suspended, reprimanded, censured, or otherwise disciplined or disqualified as a member of any profession, or as a holder of any public office?

[ ] YES [X] NO If yes, please describe each such action, the date(s) of occurrence, and the name and address of the authority imposing the action in question:

____

____

____

g. Are any charges or complaints currently pending against you regarding your conduct as a member of any profession, or as a holder of public office?

[ ] YES [X] NO If yes, please indicate the nature of the charge or complaint and the name and address of the authority considering it:

____

____

____

h. Has your right to engage in any profession or occupation ever been restricted, suspended, withdrawn, or terminated?

[ ] YES [X] NO If yes, please explain fully:

____

____

____

6. All Applicants:

a. Have you ever been charged with, indicted for, convicted of, or pled guilty or pled no contest to a criminal charge, other than minor traffic violations ($100 fine or less)?

[ ] YES [X] NO If yes, please indicate nature of offense, date of conviction, criminal authority involved, and punishment assessed:

____

____

____

b. Have you ever been a defendant in any civil proceedings in which allegations of fraud, misrepresentation, embezzlement, misappropriation of funds, conversion, breach of fiduciary duty, forgery, professional negligence, or legal malpractice were made against you?

[ ] YES [X] NO If yes, please describe fully and indicate results of the civil proceeding(s) in question:

c. Have you ever had legal proceedings brought against you by any player, players association, professional sports club or league (NFL or otherwise) for any reason?

[X] YES [ ] NO If yes, please describe fully and indicate the results of the civil action in question:

Dallas Cowboys (1988)

RE: Roger Ruzek

Case settled. Player Grievance filed v. Team.

d. Have you ever been adjudicated insane or legally incompetent by any court?

[ ] YES [X] NO If yes, please provide details:

e. Were you ever suspended or expelled from any college, university, graduate school, or law school?

[ ] YES [X] NO If yes, please explain fully:

f. Has any surety or any bond on which you were covered been required to pay any money on your behalf?

[ ] YES [X] NO If yes, please describe circumstances:

g. Are there any unsatisfied judgments of continuing effect against you (other than alimony or child support)?

[ ] YES [X] NO If yes, provide full details:

____

____

____

____

h. Have you ever been declared bankrupt or been an owner or part owner of a business which has declared bankruptcy?

[ ] YES [X] NO If yes, provide full details:

____

____

____

____

7. References

a. Please list below the names, addresses, and daytime telephone numbers of at least three (3) persons, not related to you, who have known you for at least the last five (5) years and who can attest to your character. (Names of officers, Player Representatives, or staff members of the NFLPA may not be used):

Larry Wolfish Dallas, TX (972) 248-4656

Jerry Jones Irving, TX (972) 556-9900

Larry Silverman Dallas, TX (972) 991-1050

____

b. Please list below the names, current addresses, and current telephone numbers of at least two entities which can attest to your financial credit. (i.e., credit card companies, lending institutions, etc.):

Citibank The Lakes, NV (888) 766-2484

Discover Bank Phoenix, AZ (800) 347-2683

____

____

[redacted]

8. Professional Sports Experience

a. Please list below (or attach a list which includes) the names of every NFL player, including rookies, you are now representing or have represented in the past in individual contract negotiations with NFL Clubs, including the dates of such representation and the NFL Club(s) involved:

See attached list:

NFL Players Represented with NFL Teams

(May, 1982 - June, 1998)

5 Pages (211 NFL Players Represented)

b. Apart from professional football, list any other professional sports in which you currently represent or have previously represented any professional athletes, state whether you have been approved or certified as agent in such sport (and the date of approval) and for each such sport specify the number of athletes you currently represent.

(1998) Professional Basketball -Certified Player Agent- 0 Clients currently

(1996) Professional Baseball- Certified Player Agent - 0 Clients currently

c. (Optional - applicant may refrain from answering if he/she desires.)
Please list below the names of any other professional athletes, entertainers, or celebrities you are now representing or have represented in the past, indicating the type of representation, the dates of representation, and the employers involved:

N/A

9. NFL Management Personnel

List the names of any coaches, general managers or other management officials of any NFL Club you presently represent or have represented in the past regarding employment with their respective Clubs:

N/A

10. Related Businesses and Personnel

a. List the name, address and phone number for each firm or organization with which you are currently affiliated where the business of representing professional athletes is customarily conducted.

None

b. For each such firm or organization, state whether it is a sole proprietorship, corporation, partnership, or other entity (specify):

N/A

c. If a partnership, list the name of each partner; if a corporation, list the name of each officer and member of the board of directors. Designate those partners, officers or members of the board of directors who customarily perform work for professional athletes:

N/A

d. List each person, not named in 10.c. above who: (a) has a significant ownership interest in your firm or organization; (b) has wholly or partially financed your firm or organization (other than financing or credit extended in the ordinary course of business by lending institutions); or (c) directly or indirectly exercises or has the power to exercise a controlling influence over the management of your firm or organization:

N/A

e. Describe the ownership interest, the amount of financing, and/or basis of controlling influence for each person listed in 10.d.:

N/A

f. Describe fully the nature of the business of each of your firm(s) or organization(s) listed in 10. a. above:

N/A

g. With respect to your present business, list each person employed by that business who is engaged in the representation of professional athlete(s) and write a description of his/her area(s) of specialty:

N/A

h. List all persons employed by you or any of your businesses, either directly or indirectly, who solicit, recruit or recommend players on your behalf. For each person listed include current addresses, phone numbers, and a brief description of your business relationship with them, including any fee arrangements.

Timothy Tindale Brooklyn, NY (718) 485-7948

Tim helps recruit players and is paid a commission for each player he successfully recruits.

11. Business Services

a. What services do you or your firm provide to Players?
(Please check each service provided.)

[x] Contract Negotiation
[ ] Estate Planning
[x] Tax Planning
[x] Financial Planning
[ ] Investment Counseling
[x] Appearances/Endorsements

Other Services (Explain) ______

b. Do you manage, invest or in any other manner handle funds for NFL players?

[ ] YES [X] NO If yes, are you bonded?

[ ] YES [ ] NO If yes, please provide details as to the amount of the bond, the name and address of the surety or bonding company, etc.:

If yes, are you currently registered under the Investment Advisor's Act? If no, explain why:

N/A

c. If you do not provide services in one or more of the areas listed in 11.a., do you assist the player in securing such services?

[X] YES [ ] NO If so, describe what you do in this regard (include name and address of each individual/firm to which you customarily refer players for each such service and state whether or not you receive a fee from those individuals for the referral, and the basis of any fee.):

I recommend several major firms in these areas (i.e., Merrill-Lynch, Smith Barney). I do not receive any fees for these referrals. I also suggest to each player that he contact additional individuals who specialize in these areas.

d. With respect to the areas in which you do not provide services, do you: (a) have an ownership interest in; (b) wholly or partially finance; or (c) directly or indirectly exercise a controlling influence over any firm or organization that does provide such services?

[ ] YES [X] NO If so, list the name and address of each firm or organization, the services it provides, and a detailed explanation of your relationship to and/or involvement with such firm or organization (including financial relationships):

[redacted]

e. Do you have an agreement, understanding or relationship of any kind with any individual, firm or organization pursuant to which such individual, firm or organization solicits or recommends players to use your services?

[ ] YES [X] NO If so, explain fully, including the name and address of each such person, firm or organization, and whether or not you provide any compensation or other consideration to such individual, firm or organization:

f. If you provide services in addition to contract negotiation services, please indicate your customary fees for financial planning, investment counseling, estate planning, tax planning, legal advice, and/or appearances/endorsements. (Specify whether fees are based on a percentage of the player's salary negotiated, on his total income, on an hourly fee, or on some other arrangement.) Specify your customary fees in each such area, and indicate the relationship, if any, of such fees to the fees you charge for player contract negotiations and related services:

Typically, Tax and Financial Services are available for an additional one per cent fee. Appearances/Endorsements are also available, at no set fee, depending on each individual/situation

g. Do you bill the player for your expenses in connection with the services referred to in number 11.f. above?

[ ] YES [X] NO If so, on what basis do you bill (e.g. itemize out-of-pocket, daily rate or other basis):

h. Do you allocate any expenses among various player clients?

[ ] YES [X] NO If so, describe method of allocation:

ACKNOWLEDGMENT

CITY OF: Dallas

STATE OF: Texas

I, Steven A. Weinberg, being first duly sworn, say that I have read the foregoing questions and have personally answered the same fully and honestly and the answers to said questions are true to my knowledge. Further, I agree to be bound by these Regulations in their entirety.

[signature]
Signature of Applicant

Subscribed and sworn to
before me this 8th day
of July, 1998

[signature]
Notary Public

PAMELA J. HUSKEY
Notary Public
STATE OF TEXAS
MY COMMISSION EXPIRES
JANUARY 26, 2000

NOTARY PUBLIC STATE OF TEXAS

NFL PLAYERS REPRESENTED WITH NFL TEAMS (MAY, 1992 - JUNE, 1998)
STEVEN A. WEINBERG

LAST	FIRST	TEAM	PRIOR TEAMS.	POSITION
Abrams	Bobby	NEW ENGLAND PATRIOTS	MINNESOTA; DALLAS, CLEVELAND; NY GIANTS	LB
Age	Louis	ATLANTA FALCONS	Chicago Bears	OL
Albritton	Vince	DALLAS COWBOYS		S
Allen	Marcus	NEW ENGLAND PATRIOTS		LB
Anderson	John	DALLAS COWBOYS		S
	Roman		MINNESOTA VIKINGS	PK
Araguz	Leo	OAKLAND RAIDERS		P
Armstrong	Otha	WASHINGTON REDSKINS		RB
Ayers	Marvin	INDIANAPOLIS COLTS	PHILADELPHIA (87); CHICAGO (86)	DE
Barrie	Sebastian	SAN DIEGO CHARGERS	ARIZONA; SAN FRANCISCO; GREEN BAY	DE
Benton	John	NEW ORLEANS SAINTS		OL
Birdsong	Craig	HOUSTON OILERS		S
Black	Barry	LOS ANGELES RAIDERS	NEW YORK JETS	OL
Blair	Stanley	SAN FRANCISCO 49ERS	PHOENIX; NEW ORLEANS (86)	CB
Blanks	Nate	KANSAS CITY CHIEFS	SEATTLE SEAHAWKS (87)	WR
Blaylock	Anthony	CLEVELAND BROWNS		CB
Bradberry	Ramsey	NEW YORK GIANTS		S
Brice	Will	NEW YORK GIANTS	ST. LOUIS RAMS (97)	P
Brooks	Kevin	DALLAS COWBOYS		DT
Brown	Charlie	SAN DIEGO CHARGERS		RB
	Gordon	INDIANAPOLIS COLTS	PITTSBURGH STEELERS	RB
	Kevin	NEW ORLEANS SAINTS	TAMPA BAY (88); CHICAGO (87); LA RAMS (88); CLEVELAND; PHOENIX (89)	P
	Mark	DETROIT LIONS	MIAMI	LB
	Robert	INDIANAPOLIS COLTS	GREEN BAY	DE
Buck	Vince	CHICAGO BEARS		S
Bullard	Kendricke	JACKSONVILLE JAGUARS	DALLAS COWBOYS	WR
Bunch	Derek	WASHINGTON REDSKINS	MINNESOTA VIKINGS (87); SAN FRANCISCO (85-86)	LB
Burse	Tony	DALLAS COWBOYS	SEATTLE; MIAMI DOLPHINS	RB
Bussey	Barney	CINCINNATI BENGALS		S
Caflisch	Andy	MINNESOTA VIKINGS	TAMPA BAY BUCS (97); DETROIT LIONS (97)	P
Caldwell	Ravin	SAN FRANCISCO 49ERS	WASHINGTON	LB
Carter	Marty	TAMPA BAY BUCCANEERS		S
Chandler	Thornton		NY GIANTS/DALLAS COWBOYS	TE
Clemons	Michael		KANSAS CITY CHIEFS	RB
Cofer	Michael	DETROIT LIONS		LB
Collins	Cory	DALLAS COWBOYS		P
Cooper	Reggie	CHICAGO BEARS	DALLAS	LB
COTTON	TIM	ARIZONA CARDINALS		RB
Cross	Jeff	MIAMI DOLPHINS		DE
Culberson	Quincy	DALLAS COWBOYS		WR
Dalton	Lional	BALTIMORE RAVENS		DT
Davis	Jason	GREEN BAY PACKERS		P
	Stephen	WASHINGTON REDSKINS		RB
	Willie	KANSAS CITY CHIEFS		WR
Dawkins	Tommy	PITTSBURGH STEELERS	SAN FRANCISCO 49ERS	DT
Dawson	Kenny	DETROIT LIONS		RB
Dexter	James	ARIZONA CARDINALS		OL
Dixon	James	GREEN BAY PACKERS	DALLAS COWBOYS	WR

APPLICATION FOR CERTIFICATION AS AN NFLPA CONTRACT ADVISOR (A-9)

NFL PLAYERS REPRESENTED WITH NFL TEAMS (MAY, 1992 - JUNE, 1998)
STEVEN A. WEINBERG

LAST	FIRST	TEAM	PRIOR TEAMS	POSITION
Dixon	Omarr	DALLAS COWBOYS		WR
Drake	Jerry	ARIZONA CARDINALS		DT
Duff	John	DALLAS COWBOYS		TE
Easmon	Ricky	TAMPA BAY BUCCANEERS	DALLAS COWBOYS (85)	CB
Eccles	Scott	SAN FRANCISCO 49ERS	HOUSTON OILERS (87), LA RAIDERS (9/87)	TE
Evans	Chris	KANSAS CITY CHIEFS	NEW YORK JETS (87)	S
	Donald	NEW YORK JETS	PITTSBURGH; PHILADELPHIA; L.A. RAMS	DE
	Doug	CAROLINA PANTHERS	GREEN BAY PACKERS (97)	CB
Fairs	Eric	ATLANTA FALCONS	BUFFALO, HOUSTON	LB
Feagles	Jeff	SEATTLE SEAHAWKS	ARIZONA CARDINALS; PHILADELPHIA	P
Fields	Jitter	KANSAS CITY CHIEFS	INDIANAPOLIS (87); NEW ORLEANS (84)	CB
Fisher	Roderick		TAMPA BAY BUCS (86), LOS ANGELES RAMS (84-85)	CB
Fleming	Cory	DALLAS COWBOYS		WR
Freeman	Corian		PHOENIX; ATLANTA FALCONS	LB
Fruge	Gene	WASHINGTON REDSKINS		DT
Fuller	Jeffery	SAN FRANCISCO 49ERS		S
Gagliano	Mark	NEW ENGLAND PATRIOTS	CINCINNATI BENGALS (97)	P
Gaines	Wendall	ARIZONA CARDINALS		TE
Gamache	Vince	SEATTLE SEAHAWKS	LOS ANGELES RAIDERS	P
Gant	Kenny	TAMPA BAY BUCS	DALLAS COWBOYS	S
Giacomarro	Ralph	DENVER BRONCOS	ATLANTA FALCONS (83-86)	P
Gillock	Mike	PHILADELPHIA EAGLES	ARIZONA	CB
Gordon	Tim		ATLANTA	S
Graham	Derrick	KANSAS CITY CHIEFS		OL
Graves	Broderick		NEW ORLEANS	RB
Griffin	Don	PHILADELPHIA EAGLES	CLEVELAND; BALTIMORE; SAN FRANCISCO	CB
	James		DETROIT; KANSAS CITY	S
Grimes	Phil	LOS ANGELES RAIDERS		DT
Grooms	Terry	NEW YORK JETS		DT
Hall	Lamont	TAMPA BAY BUCCANEERS		TE
Hamel	Dean	CLEVELAND BROWNS		DT
Hamrick	James	KANSAS CITY CHIEFS	SAN DIEGO CHARGERS (86)	PK
Hankton	Karl	PHILADELPHIA EAGLES	WASHINGTON REDSKINS (97)	WR
Hansen	James	MIAMI DOLPHINS	PITTSBURGH STEELERS (87)	OL
Hardman	James	DALLAS COWBOYS		OL
Harkey	Lance	LOS ANGELES RAIDERS	ST. LOUIS CARDINALS (87)	S
Harris	Donald	DALLAS COWBOYS		S
Haselrig	Carlton	NEW YORK JETS	PITTSBURGH STEELERS	OL
Hendrix	Manny	BUFFALO BILLS	S.F. 49ERS; DALLAS	CB
Hentrich	Craig	TENNESSEE OILERS	GREEN BAY PACKERS	P
Hibler	Pete	NEW ENGLAND PATRIOTS		P
Hill	Sean	MIAMI DOLPHINS		S
Hinchen	Shad	SAN DIEGO CHARGERS		CB
Holloway	Johnny	SEATTLE SEAHAWKS	ST. LOUIS CARDINALS (87), DALLAS COWBOYS (86)	CB
	Steve	TAMPA BAY BUCCANEERS		TE
Howard	David	NEW ENGLAND PATRIOTS	DALLAS	LB
	Todd		LA RAMS	LB
Huff	Charles	ATLANTA FALCONS	SAN FRANCISCO (85-86)	CB

NFL PLAYERS REPRESENTED WITH NFL TEAMS (MAY, 1992 - JUNE, 1998)
STEVEN A. WEINBERG

LAST	FIRST	TEAM	PRIOR TEAMS	POSITION
Hunter	Todd	CAROLINA PANTHERS		OL
Jacke	Chris	WASHINGTON REDSKINS	PITTSBURGH STEELERS; GREEN BAY PACKERS	PK
	Jeff	WASHINGTON REDSKINS		PK
Jackson	Orsorio		INDIANAPOLIS COLTS	CB
	Robert	CINCINNATI BENGALS		S
	Vershan	SEATTLE SEAHAWKS		RB
Jaeger	Jeff	CHICAGO BEARS		PK
Jennings	Bennie		TAMPA BAY	TE
	Keith	CHICAGO BEARS	DENVER; DALLAS	TE
Johnson	Ken		NEW YORK JETS, MINNESOTA VIKINGS	S
Jones	Merlon		NEW ORLEANS SAINTS (86-87)	LB
	Mike		INDIANAPOLIS; SEATTLE; MINNESOTA	TE
	Robbie	NEW YORK GIANTS		LB
King	Angelo	DETROIT LIONS	DALLAS COWBOYS (81-83)	LB
Kushner	Bill	CINCINNATI BENGALS	ATLANTA FALCONS (97)	P
Lathan	Greg		LOS ANGLES RAIDERS (87), SEATTLE SEAHAWKS (87)	WR
Lauder	Dave	CAROLINA PANTHERS		PK
Layton	Gary	KANSAS CITY CHIEFS		P
Lee	Barry	CLEVELAND BROWNS	NEW YORK JETS	OL
	Danzell	ATLANTA FALCONS	WASHINGTON REDSKINS (85-86) PITTSBURGH STEELERS (87); ATLANTA (87-89	TE
Leopold	Bobby	GREEN BAY PACKERS		LB
Lett	Leon	DALLAS COWBOYS		DT
Lewis	Tim	GREEN BAY PACKERS		CB
Lockhart	Eugene	NEW ENGLAND PATRIOTS	DALLAS	LB
Lofton	Steve	NEW ENGLAND PATRIOTS	CAROLINA PANTHERS; ARIZONA CARDINALS; WLAF (MONTREAL)	CB
Lott	John	PITTSBURGH STEELERS		OL
Lusk	Henry	GREEN BAY PACKERS	NEW ORLEANS SAINTS	TE
Malone	James	CLEVELAND BROWNS	TAMPA BAY	LB
Maloney	Donnie	TAMPA BAY BUCCANEERS		RB
Marsh	Curtis	PITTSBURGH STEELERS	JACKSONVILLE JAGUARS	WR
Marshall	Warren	PHOENIX CARDINALS	DENVER BRONCOS	RB
Martin	Charles	HOUSTON OILERS	ATLANTA (88-89);HOUSTON (87)GREEN BAY (84-86)	DT
McCabe	Mike	CHICAGO BEARS		P
	Tim	NEW ORLEANS SAINTS		LB
McDonald	Luis	LOS ANGELES RAIDERS		WR
McJulien	Paul	LA RAMS	KANSAS CITY; GREEN BAY	P
McKyer	Tim	DENVER BRONCOS	CAROLINA; PITTSBURGH (94);DETROIT; ATLANTA; SF (86-89); MIAMI (90)	CB
McLaughlin	Steve	BALTIMORE RAVENS	ATLANTA; ST. LOUIS RAMS	PK
McLean	Ron	KANSAS CITY CHIEFS	NEW ORLEANS (89);NY GIANTS (88);DENVER (87); NY JETS (87); KC (88)	DT
Meads	Johnny	WASHINGTON REDSKINS	HOUSTON	LB
Medlock	James	NEW YORK GIANTS		RB
Merrill	Jon	MINNESOTA VIKINGS		OL
Miller	Josh	PITTSBURGH STEELERS	SEATTLE SEAHAWKS (96)	P
Mojsiejenko	Ralf	SAN FRANCISCO 49ERS	WASHINGTON; SAN DIEGO	P
Moore	Victor	DENVER BRONCOS		WR
Mullin	R.C.		DALLAS/ LA RAMS (88-89)	OL
Murphy	Kevin	SEATTLE SEAHAWKS	SAN DIEGO; TAMPA BAY	LB
Nash	Kenny	KANSAS CITY CHIEFS	NEW YORK JETS	WR

NFL PLAYERS REPRESENTED WITH NFL TEAMS (MAY, 1992 - JUNE, 1998)
STEVEN A. WEINBERG

LAST	FIRST	TEAM	PRIOR TEAMS	POSITION
Nave	Stevan	NEW YORK GIANTS	CLEVELAND BROWNS (87); WASHINGTON REDSKINS (87)	DT
Neal	Henry	MIAMI DOLPHINS		WR
Nelson	Teddy		KANSAS CITY CHIEFS (87)	S
Nesbitt	Mike	MINNESOTA VIKINGS		P
Neville	Tom	KANSAS CITY CHIEFS	SAN FRANCISCO; GREEN BAY	OL
Newsome	Timmy	DALLAS COWBOYS		RB
Oglesby	Alfred	CINCINNATI BENGALS	NEW YORK JETS	DT
Owens	Edwin	HOUSTON OILERS		S
Parks	Odell	DALLAS COWBOYS	KANSAS CITY CHIEFS (96)	LB
Patterson	Votie	CHICAGO BEARS		WR
Pearson	Aaron	KANSAS CITY CHIEFS		LB
Perry	Ed	MIAMI DOLPHINS		TE
	George	ARIZONA CARDINALS		DE
Phillips	Tucker	SAN FRANCISCO 49ERS		P
Pleasant	Anthony	CLEVELAND BROWNS		DE
Pollard	Darryl		SAN FRANCISCO 49ERS (87); SEATTLE SEAHAWKS (86)	CB
Powe	Karl	GREEN BAY PACKERS	DALLAS COWBOYS (85-87)	WR
President	Andre	PHILADELPHIA EAGLES	CHICAGO BEARS; NEW ENGLAND PATRIOTS	TE
Ransom	Dennis	DALLAS COWBOYS		TE
Richardson	Kyle	BALTIMORE RAVENS	SEATTLE SEAHAWKS (97); MIAMI DOLPHINS (97)	P
Riley	Eric	LOS ANGELES RAMS	DENVER BRONCOS (85-86)	CB
	Victor	KANSAS CITY CHIEFS		OL
Rodriguez	Ruben	NEW YORK GIANTS	DENVER; PHOENIX; SAN DIEGO; SEATTLE	P
Royal	Andre	NEW ORLEANS SAINTS	CAROLINA	LB
Ruzek	Roger	SAN FRANCISCO 49ERS	PHILADELPHIA; DALLAS	PK
Saddler	Rod	ATLANTA FALCONS	CINCINNATI; PHOENIX	DE
Saxon	Mike	MINNESOTA VIKINGS	NEW ENGLAND; DALLAS	P
Schuster	Brian	CAROLINA PANTHERS		RB
Shelman	Anthony	NEW ORLEANS SAINTS		RB
Shelton	Anthony		SAN DIEGO, SAN FRANCISCO 49ERS	S
Smith	Dallis		SEATTLE SEAHAWKS (87)	CB
	Dennis		ST. LOUIS CARDINALS (87)	CB
	Oscar		DETROIT LIONS (86)	RB
	Quintin	CHICAGO BEARS		WR
	Vernice		CHICAGO; PHOENIX	OL
	Vinson	CHICAGO BEARS		LB
Sowell	Jerald	NEW YORK JETS	GREEN BAY PACKERS	RB
Squires	Tom	NEW ORLEANS SAINTS		LB
Stargell	Tony	INDIANAPOLIS COLTS	NY JETS	CB
Stinson	Elliston		LOS ANGELES RAIDERS (87); SAN FRANCISCO 49ERS (86)	WR
Strong	Jasper	MIAMI DOLPHINS	HOUSTON OILERS (96-97)	WR\
Summers	Terry		NEW ORLEANS SAINTS (87); KANSAS CITY CHIEFS (87)	DT
Thomas	Dave	JACKSONVILLE JAGUARS	DALLAS COWBOYS	CB
Tolbert	Tony	DALLAS COWBOYS		DE
Traylor	Keith	DENVER BRONCOS	KANSAS CITY CHIEFS; GREEN BAY; LA RAIDERS; DENVER	LB
Tuinei	Mark	DALLAS COWBOYS		OL
Ulufale	Mike	DALLAS COWBOYS		DT
Unutoa	Morris	PHILADELPHIA EAGLES		OL

NFL PLAYERS REPRESENTED WITH NFL TEAMS (MAY, 1992 - JUNE, 1998)
STEVEN A. WEINBERG

LAST	FIRST	TEAM	PRIOR TEAMS	POSITION
Vaughn	Clarence	WASHINGTON REDSKINS		S
Veingrad	Alan		DALLAS; GREEN BAY	OL
Vincent	Kary		NEW ORLEANS	CB
Vines	Kenny		NEW ORLEANS, DALLAS; NEW YORK GIANTS	OL
Voorhees	Barry		NY GIANTS	OL
Walls	Everson	CLEVELAND BROWNS	NEW YORK GIANTS; DALLAS COWBOYS	CB
	Herkie		TAMPA BAY (87); HOUSTON (83-86)	WR
Ware	Derek	DALLAS COWBOYS	CINCINNATI BENGALS; ARIZONA CARDINALS	TE
Watkins	Dennis		PHILADELPHIA (86)	CB
	Michael	SAN DIEGO CHARGERS		WR
Williams	Aeneas	ARIZONA CARDINALS		CB
	Charlie	DALLAS COWBOYS		S
	Robert	WASHINGTON REDSKINS	KANSAS CITY; DALLAS	CB
	Stacy		CLEVELAND BROWNS (87)	S
Willis	Ken	NEW YORK GIANTS	TAMPA BAY	PK
Wilner	Jeff	DENVER BRONCOS	GREEN BAY PACKERS	TE
Woody	Darrin	CHICAGO BEARS		CB
Young	Anthony		INDIANAPOLIS COLTS (85-86)	S
Zimmerman	Jeff	DALLAS COWBOYS		OL

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date of these Regulations shall be deemed modified in accordance with these Regulations, except as such agreement shall pertain to the Contract Advisor's fees for the negotiation of NFL player contracts signed on or before the effective date of these Regulations. To the extent that such existing agreement is less favorable to the NFL player than the provisions of these Regulations, these Regulations shall control insofar as they apply to the negotiation of the player's contract with an NFL club. Provisions of agreement(s) which apply to matters other than the negotiation of the player's contract (e.g., financial consulting or money management services), may be considered severable and not affected by these Regulations. Any dispute concerning the proper application of these Regulations to existing agreements shall be resolved exclusively through the Arbitration procedures set forth in Section 5 of these Regulations.

SECTION 5: ARBITRATION PROCEDURES

A. Disputes

This arbitration procedure shall be the exclusive method for resolving any and all disputes that may arise from the following:

(1) Denial by the NFLPA of an Applicant's Application for Certification;

(2) Any dispute between an NFL player and a Contract Advisor with respect to the conduct of individual negotiations by a Contract Advisor;

(3) The meaning, interpretation or enforcement of a fee agreement;

(4) Any other activities of a Contract Advisor within the scope of these Regulations; and/or

(5) A dispute between two or more Contract Advisors with respect to whether or not a Contract Advisor interfered with the contractual relationship of a Contract Advisor and player in violation of Section 3(B)(21). If a Contract Advisor proves such a violation of Section 3(B)(21), then the Arbitrator shall award reasonable damages proven and/or any money award which he/she deems equitable.

(With respect to any dispute that may arise pursuant to paragraph (1) above, the procedure for filing an appeal and invoking arbitration is set forth in these Regulations at Section 2(D). Once arbitration has been invoked, the procedure set forth in Section 5(E)-(H) below shall apply.)

B. Filing

The arbitration of a dispute under Section 5(A)(2)-(5) above shall be initiated by the filing of a written grievance either by the player or Contract Advisor. Any such grievance must be filed within six (6) months from the date of the occurrence of the event upon which the grievance is based or within six (6) months from the date on which the facts of the matter become known or reasonably should have become known to the grievant, whichever is later. A player need not be under contract to an NFL club at the time a grievance relating to him hereunder arises or at the time such grievance is initiated or processed.

A player may initiate a grievance against a Contract Advisor by (i) sending the written grievance by prepaid certified mail to the Contract Advisor's business address or by personal delivery at such address, and (ii) sending a copy to the NFLPA. A Contract Advisor may initiate a grievance against a player or Contract Advisor by (i) sending a written grievance by prepaid certified mail to the player or Contract Advisor or by personal delivery of the grievance to the player or Contract Advisor, and (ii) sending a copy to the NFLPA. The written grievance shall set forth the facts and circumstances giving rise to the grievance, the provision(s) of the agreement between the player and Contract Advisor alleged to have been violated, if applicable, and the relief sought. In addition, a properly and fully completed Section 5 Grievance Notification Form (Attached as Appendix F) shall be attached to the written grievance and sent to the respondent, with a copy to the NFLPA.

C. Answer

The party against whom a grievance has been filed ("the respondent") shall answer the grievance in writing by certified mail or personal delivery to the grievant and the NFLPA within twenty (20) calendar days of receipt of the grievance. The answer shall admit or deny the facts alleged in the grievance and shall also briefly set forth, where applicable, the reasons why the respondent believes the grievance should be denied. No later than thirty days (30) after receipt of the grievance, the NFLPA shall provide the Arbitrator with copies of the grievance and answer and all other relevant documents. If an answer is not filed within this time limit, the Arbitrator, in his/her discretion, may issue an order where appropriate, granting the grievance and the requested relief upon satisfactory proof of the claim.

D. Arbitrator

The NFLPA shall select a skilled and experienced person to serve as the outside impartial Arbitrator for all cases arising hereunder.

E. Hearing

After receipt of the grievance documents pursuant to this Section 5(C), or receipt of an appeal of a denial of Certification pursuant to Section 2(D), the Arbitrator shall select a time and place for a hearing on the dispute, giving due consideration to the convenience of the parties involved and the degree of urgency for resolution of the dispute. Upon written request from either party prior to the hearing, the NFLPA shall provide the parties copies of documents in its possession which are relevant to the dispute. These documents shall include but not be limited to NFL Player Contracts, other salary information, and Standard Representation Agreements. The Arbitrator may, at his/her discretion, order discovery in disputes between Contract Advisors filed pursuant to Section 5(A)(5).

At such hearing, all parties to the dispute and the NFLPA will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. If a witness is unavailable to come to the hearing, the witness' testimony may be taken by telephone conference call at the discretion of the arbitrator. All hearings shall be transcribed. At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a written decision. At the hearing, the grievant shall have the burden of proving, by a preponderance of the evidence, the allegations of the grievance.

Such decision shall constitute full, final and complete disposition of the grievance, and will be binding upon the player and Contract Advisor involved; provided, however, that the Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of these Regulations or any other applicable document. If the Arbitrator grants a money award, it shall be paid within ten (10) days. The Arbitrator may award interest at his/her discretion.

F. Telephone Conference Call Hearings

Any hearing conducted pursuant to the provisions of this Section in which the amount in dispute is less than $10,000 shall be conducted via telephone conference call if any party so requests.

G. Costs

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Arbitrator, will be borne by the NFLPA; provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if the Arbitrator deems a party's position in the case to be frivolous and/or totally without merit.

H. Time Limits

The time limits of this Section may be extended only by written agreement of the parties.

SECTION 6: OVERSIGHT AND COMPLIANCE PROCEDURE

A. Disciplinary Committee

The President of the NFLPA shall appoint a three to five person Committee on Agent Regulation and Discipline ("CARD" or "the Committee") which may prosecute disciplinary procedures against Contract Advisors who violate these Regulations. Any action taken shall be by a majority vote of the Committee on Agent Regulation and Discipline members. The Committee on Agent Regulation and Discipline shall consist of active or retired NFL players chosen at the discretion of the President. The General Counsel of the NFLPA shall serve as a non-voting advisor to the Committee and will serve as its Counsel in prosecuting disciplinary actions pursuant to this Section.

B. Complaint; Filing

Disciplinary proceedings against any Certified Contract Advisor shall be initiated by the filing of a written Complaint against the Contract Advisor by the Committee on Agent Regulation and Discipline. Such complaint shall be based upon verified information received by the Committee on Agent Regulation and Discipline from any person having knowledge of the action or conduct of the Contract Advisor in question, including, but not limited to, players, NFLPA staff, other Contract Advisors, NFL Management Personnel, or other persons associated with professional or amateur football. The Complaint shall be sent to the Contract Advisor by confirmed facsimile or overnight delivery addressed to the Contract Advisor's business office, or may be hand-delivered to the Contract Advisor personally at his/her business address. The Complaint shall set forth the specific action or conduct giving rise to the Complaint and cite the Regulation(s) alleged to have been violated.

A Complaint must be filed by the Committee on Agent Regulation and Discipline within one year from the date of the occurrence which gave rise to the Complaint, or within one year from the date on which the information became known or reasonably should have become known to the Committee on Agent Regulation and Discipline, whichever is later. The filing deadline for initiating a Complaint arising out of facts which are the subject of a Section 5 dispute, civil or criminal litigation, arbitration, civil or criminal proceedings, administrative hearing or investigation, shall be extended to one year from the date of the Arbitrator's final decision in the Section 5 grievance or final disposition in such other civil or criminal litigation, arbitration, civil or criminal proceedings, administrative hearing or investigation.

SECTION 6(B)

In the extraordinary circumstance where the Committee on Agent Regulation and Discipline's investigation discloses that the Contract Advisor's conduct is of such a serious nature as to justify immediately revoking or suspending his/her Certification, the Committee on Agent Regulation and Discipline may immediately revoke or suspend his/her Certification with the filing of the Disciplinary Complaint or thereafter. In such event, the Contract Advisor will be entitled to an expedited appeal of that action pursuant to Section 6(E) of the Regulations, except that such appeal shall not stay the discipline.

A Contract Advisor's Certification shall automatically be revoked pursuant to the above-referenced extraordinary circumstances language if a Contract Advisor: (1) Has his/her annual membership dues check returned for insufficient funds on two or more occasions; (2) Fails to attend a Contract Advisor seminar in any given year as required pursuant to Section 3 (A)(4); or (3) Fails to submit a completed and signed year-end certification as required pursuant to Article XXIX, Section 2 of the Collective Bargaining Agreement. (The preceding sentence shall not limit in any way the Committee on Agent Regulation and Discipline's ability to determine extraordinary circumstances on a case-by-case basis.)

C. Answer

The Contract Advisor against whom the Complaint has been filed shall have thirty (30) days in which to file a written answer to the Complaint. Such answer shall be sent by confirmed facsimile or overnight delivery to the Committee on Agent Regulation and Discipline at the offices of the NFLPA. The answer must admit or deny the facts alleged in the Complaint, and must assert any facts or arguments which the Contract Advisor wishes to state in his/her defense. Failure to file a timely answer shall be deemed an admission of the allegations in the Complaint and a consent to the revocation of the Contract Advisor's Certification and/or to any other discipline imposed by the Committee.

D. Proposed Disciplinary Action

Except in cases where discipline has been imposed prior to the receipt of the answer, the Committee on Agent Regulation and Discipline shall, as soon as possible but no later than ninety (90) days after receipt of the answer, inform the Contract Advisor in writing (by confirmed facsimile or overnight delivery) of the nature of the discipline, if any, the Committee on Agent Regulation and Discipline proposes to impose, which discipline may include one or more of the following:

(1) Issuance by the Committee of an informal order of reprimand to be retained in the Contract Advisor's file at the NFLPA's offices;

(2) Issuance by the Committee of a formal letter of reprimand which may be made public in NFLPA publications and other media;

(3) Suspension of a Contract Advisor's Certification for a specified period of time during which Contract Advisor shall be prohibited from representing any NFL player in individual contract negotiations with an NFL club or assisting in or advising with respect to such negotiations. During such suspension Contract Advisor may, at the discretion of the Committee on Agent Regulation and Discipline, be prohibited from collecting any fees that he/she would otherwise have been entitled to receive pursuant to any Standard Representation Agreement;

(4) Revocation of the Contract Advisor's Certification hereunder;

(5) Prohibit a Contract Advisor from soliciting or representing any new player-clients for a

specified period of time. However, Contract Advisor shall retain the right to represent any player-clients signed to a Standard Representation Agreement with Contract Advisor at the time of the suspension; and/or

(6) Imposition of a fine payable within thirty (30) days of the imposition of such fine.

E. Appeal

The Contract Advisor against whom a Complaint has been filed under this Section may appeal the Committee on Agent Regulation and Discipline's proposed disciplinary action to the outside Arbitrator by filing a written Notice of Appeal with the Arbitrator within twenty (20) days following Contract Advisor's receipt of notification of the proposed disciplinary action. A timely filing of a Notice of Appeal shall result in an automatic stay of any disciplinary action, except in cases of: (1) immediate suspension or revocation of a Certification pursuant to Section 6(B); (2) a failure to pass a Contract Advisor examination pursuant to Section 3(A)(15); or, (3) a denial of an Application for Certification pursuant to Section 2(D).

Within ten (10) days of receipt of the Notice of Appeal, the Arbitrator shall set a date, time and place for a hearing on the Appeal. Such date shall be within forty-five (45) days of receipt of the Notice of Appeal. The failure of Contract Advisor to file a timely appeal shall be deemed to constitute an acceptance of the discipline which shall then be promptly imposed.

F. Arbitrator

The Arbitrator shall be the same Arbitrator selected to serve pursuant to Section 5, unless such Arbitrator has previously heard and decided a grievance under Section 5 involving the same Contract Advisor and the same factual circumstances which are the subject of the disciplinary action herein. In such cases, the NFLPA shall select another skilled and experienced person to serve as the outside impartial Arbitrator.

G. Conduct of Hearing

At the hearing of any Appeal pursuant to this Section 6, the Committee on Agent Regulation and Discipline shall have the burden of proving, by a preponderance of the evidence, the allegations of its Complaint. The Committee and the Contract Advisor shall be afforded a full opportunity to present, through testimony or otherwise, their evidence pertaining to the action or conduct of the Contract Advisor alleged to be in violation of the Regulations. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Each of the parties may appear with counsel or a representative of its choosing. All hearings pursuant to this Section shall be transcribed. There shall be no pre-hearing or post-hearing briefs required in Appeal hearings unless requested by the Arbitrator on a specific legal issue.

At the close of the hearing in expedited appeals or within thirty (30) days thereafter in non-expedited cases, the Arbitrator shall issue a decision on the Appeal, which decision shall either affirm, vacate or modify the proposed action of the Committee on Agent Regulation and Discipline. The Arbitrator shall decide two issues: (1) whether the Contract Advisor has engaged in or is engaging in prohibited conduct as alleged by the Committee; and (2) if so, whether the discipline proposed by the Committee should be affirmed or modified. Such decision shall be made in the form of an appropriate written order reflecting the Arbitrator's opinion and shall be final and binding upon all parties.

H. Time Limits, Costs

Each of the time limits set forth in this Section may be extended by mutual written agreement of the parties involved. The fees and expenses of the Arbitrator will be paid by the NFLPA, except that the Contract Advisor shall pay any Arbitrator fees or expenses relating to a hearing that is postponed by the Contract Advisor. Each party will bear the costs of its own witnesses and counsel, and other expenses related to its participation in the proceedings.

SECTION 7: EFFECTIVE DATE; AMENDMENTS

These Regulations became effective on December 1, 1994 and include all amendments subsequently adopted by the NFLPA Board of Player Representatives through March 2006.

These Regulations may be amended from time to time by the Executive Committee and/or the Board of Player Representatives of the NFLPA.